



Bureau of HIV and STD Prevention

HIV/STD Clinical Resources Division
HIV/STD Epidemiology Division
HIV/STD Health Resources Division

Est. December 21, 2001

Rev. May 21, 2002

HIV/STD Policy No. 200.006

MEMORANDUM OF UNDERSTANDING BETWEEN THE ASSEMBLIES AND ADMINISTRATIVE AGENCIES PROVIDING PLANNING SUPPORT

PURPOSE

To guide the Assembly and Administrative Agency in defining a collaborative working relationship to assure planning for the delivery of quality services to the HIV/STD infected and affected community. The Texas Department of Health (TDH), Bureau of HIV and STD Prevention (Bureau) requires the Assembly and the Administrative Agency to enter into a Memorandum of Understanding (MOU) as soon as feasible. A new MOU must be entered into no later than April 1 for each subsequent year.

AUTHORITY

Title II of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act of 1990 and CARE Act Amendments of 1996 and 2000; V.T.C.A., Health and Safety Code, Chapter 85, Subchapter B; Texas Administrative Code, Chapter 98, Subchapter A; HIV/STD Policy No. 200.001 "Establishment of Assemblies."

ADMINISTRATIVE AGENCY AND ASSEMBLY RELATIONSHIP

The Administrative Agency and Assembly will define their working relationship through the development of a Memorandum of Understanding (MOU) using the sample MOU in this policy as a basis for developing the agreement. The MOU must include at minimum the following:

1. a description of how the needs assessment for the service area will be planned and conducted;
2. a description of the approval process of a comprehensive HIV services delivery plan, including an allocation plan for the disbursement of funds;
3. provisions for technical assistance;
4. assurance that priority setting and resource allocations will be based on the data collected;
5. assurance that Assembly business will be conducted according to the Assembly's bylaws;
6. assurance of collaboration between the Assembly and Administrative Agency;
7. assurance that the Administrative Agency will provide historical information on allocations and expenditures in each service category to the Assembly;
8. assurance that the Administrative Agency will provide programmatic reports by service category and including utilization reports from the uniform reporting system to the Assembly;
9. definition of planning support and records maintenance provided to the Assembly by the Administrative Agency; and

1 10. assurance that the Administrative Agency processes invoices, travel
2 reimbursements, and other related expenses incurred by the Assembly.
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4 DATE OF LAST REVIEW:

5 November 13, 2002 See revisions section.
6

7 REVISIONS
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9 Page 1, line 8 added "and affected" after "infected" and before
10 "community"

11 Page 3, line 40, item III b added "and families affected by" after "people infected with"
12 and before "HIV"
13

MEMORANDUM OF UNDERSTANDING

between the
Agency X

and the
Assembly

To encourage and enable collaboration in the planning and delivery of services to the HIV infected community, *AGENCY X* and the *ASSEMBLY* agree to the following:

I. PURPOSE:

to enter into a memorandum of understanding which:

- a. lends structure to the working agreement between the Assembly and the Administrative Agency;
- b. establishes assurances by the Assembly and the Administrative Agency to support the planning and delivery of quality services to the HIV/STD infected community;
- c. coordinates the exchange of information between agencies; and
- d. provides a process to renew, modify and/or terminate the Memorandum of Understanding.

II. ALL AGENCIES AGREE TO:

- a. enter into this memorandum of understanding and fulfill the purpose of the agreement;
- b. distribute and/or exchange relevant information, materials, and experiences which may move each agency toward heightened knowledge, understanding, and awareness;
- c. provide cross training opportunities to each agency and participate in training relevant to this agreement;

III. ASSEMBLY ASSURANCES:

- a. establish and maintain service priorities for the allocation of funds,
- b. develop and maintain a comprehensive service delivery plan for HIV health and support services for people infected with and families affected by HIV,
- c. assess the ongoing efficiency of the administrative mechanism in allocating funds to areas of greatest need in a timely manner,
- d. assist in conducting or updating an assessment of HIV/AIDS service needs for the geographic service area,
- e. coordinate and integrate the delivery of services, and
- f. conduct monthly Assembly meetings.

IV. ADMINISTRATIVE AGENCY ASSURANCES:

- a. provide the Assembly with historical data on expenditures in service categories;
- b. appropriate and disburse funds in compliance with priorities and in accordance with generally accepted accounting procedures and to maintain records of all transactions in good order and available for inspection;
- c. develop and execute a Memorandum of Understanding or subcontracts with providers for services prioritized by the Assembly;
- d. provide programmatic reports and service category information upon request by the Assembly;
- e. support the Assembly and archive information by maintaining records, convening meetings of the Assembly including arranging meeting space, giving notification to members of meeting times and locations and preparation and distribution of meeting minutes;
- f. provide planning technical assistance and support to the Assembly regarding state and federal mandates. Technical assistance activities may include and are not limited to the development and implementation of an HIV services plan, marketing of the services available in the area, comprehensive needs assessment, and assessing the efficiency of the planning process and services plan;
- g. maintain Assembly records and provide clerical and technical assistance support to the Assembly;
- h. review and process invoices and requests for reimbursement for travel and related expenses as permitted within the Assembly's budget in a timely manner;
- i. monitor and evaluate contract performance by subcontractors; and
- j. provide periodic reports to the Assembly on the implementation status of the comprehensive service delivery plan, including information on the status of the expenditures by service category.

V. MODIFICATION OR TERMINATION

This agreement shall become effective on the date the last signature of each agency's authorized representative is obtained. The memorandum will be renewed on an annual basis to coincide with the Ryan White Title II Service Contract with TDH and will be signed by both the Administrative Agency's Executive Director and the Assembly Chair.

This agreement may be amended at anytime. Written requests to amend the agreement shall be submitted by the requesting agency and may be approved by mutual agreement of authorized representatives.

In the event that Federal or State law or other rules or regulations should be amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any party(ies), unreasonable or impossible this agreement may be terminated. An agency wishing to terminate this agreement shall provide each agency with written

notice of intent to terminate. Termination of this agreement will be effective upon receipt of the notification.

Administrative Agency Executive Director's Signature

Date

Assembly Chair Signature

Date